

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X

FU VAN KNITTING FACTORY, LTD.

Plaintiff, Case No. 08CV6260 (IAQ)

-against-

SUTTON CREATIONS INC.,

ECF CASE

COMPLAINT

Defendant.

-----X

Plaintiff, FU VAN KNITTING FACTORY, LTD., by and through its attorneys, Wong, Wong & Associates, PC, as and for its Complaint, alleges as follows:

1. This is an action to compel Defendant to pay Plaintiff certain monies owed to Plaintiff under New York's contract law and the Uniform Commercial Code ("U.C.C.").

JURISDICTION AND VENUE

2. This court has subject matter jurisdiction pursuant to U.S.C. § 1332(a), where the matter in controversy exceeds the sum or value of Seventy-Five Thousand Dollars (\$75,000.00), exclusive of interests and costs, and it is between a foreign corporation and a corporation within the State of New York.

3. Venue is proper in this district pursuant to 28 U.S.C. § 1391 (a) and (c).

PARTIES

4. At all times hereinafter mentioned, Plaintiff, FU VAN KNITTING FACTORY, LTD. ("Fu Van") is a foreign company that maintains a business address at

Estrada Marginal Da Areia Preta, 4 Andar B, Fok Tai, Macau. Fu Van is a knitting factory in the business of manufacturing and selling clothing.

5. At all times hereinafter mentioned, Defendant, SUTTON CREATIONS INC. ("Sutton") is a New York corporation that maintains a business address at 1407 Broadway, 30th Floor, New York, NY, 10018.

6. Upon information and belief, MESSRS. S.A.S. WORLDWIDE TRADING LTD., ("S.A.S.") is Sutton's agent in Hong Kong.

7. Upon information and belief, ISRAELI DISCOUNT BANK OF NEW YORK ("IDB") is a third party financial institution maintaining a business address at 511 Fifth Avenue, New York, NY, 10017, which has withheld certain monies owed to Plaintiff because of Defendant's actions.

FACTS

8. Upon information and belief, Fu Van and Sutton have had a business relationship together since 2006.

9. Generally, Fu Van and Sutton's business together was conducted as follows: Sutton, the buyer, would issue a Purchase Order to Fu Van. This Purchase Order would set forth the type, quantity and price for the goods to be purchased.

10. Following the issuance of a Purchase Order by Sutton, Fu Van would only accept an order as finalized upon receipt of a Letter of Credit from Sutton and a third-party financial institution, with the Letter of Credit serving to signify that an order was genuine and confirmed.

11. In or about June of 2006, Fu Van received certain Purchase Orders from Sutton. These Purchase Orders specified clothing goods to be manufactured. In conjunction with these Purchase Orders, Sutton also issued to Fu Van a Letter of Credit from IDB - the third party financial institution that would provide payment upon the satisfaction of the terms of the Letter of Credit. (**See copy of Letters of Credit annexed hereto as Exhibits A).**

12. The total cost of the goods ordered from Fu Van by Sutton as memorialized in the Purchase Orders and Letters of Credit was One Hundred Forty-Three Thousand, One Hundred Fifty-Five Dollars and Eighty Cents (\$143,155.80).

13. After Fu Van completed its production of the goods ordered by Sutton, Fu Van then notified S.A.S., Fu Van's agent in Hong Kong that the goods were completed and ready to be inspected within Fu Van's factory in Cambodia.

14. Thereafter, S.A.S. went to Fu Van's factory and inspected the goods that had been manufactured. After S.A.S. issued its approval, Fu Van released the goods for shipment to Sutton.

15. In or about July of 2006, Fu Van received a partial payment from Sutton for the goods ordered by Sutton in the amount of Twenty-Three Thousand Nine Hundred Sixty-One Dollars and Sixty Cents (\$23,014.80). The remaining balance was never paid and remains outstanding.

16. In or about July 2006, Fu Van learned through IDB that Sutton was refusing to make full payment on the goods ordered, claiming late shipment and a discrepancy between invoices as the cause. Upon information and belief, Sutton's true reason for withholding full payment was based upon a prior transaction with Fu Van, totally unrelated to the order at issue.

17. As a result of Sutton's failure to make full payment for its order from Fu Van, Fu Van has been damaged in an amount to be proven at trial, but in no event less than One Hundred Nineteen Thousand, One-Hundred Ninety-Four Dollars and Twenty Cents (\$119,194.20).

**AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT
(ACCOUNT STATED)**

18. In or about June 2006, Plaintiff and Defendant entered into a written agreement (**See Letters of Credit annexed hereto as Exhibit A**) whereby Plaintiff would ship to Defendant a specified quantity of clothing goods and Defendant would make payment to IDB in the amount of One Hundred Forty-Three Thousand, One Hundred Fifty-Five Dollars and Eighty Cents (\$143,155.80).

19. As per the terms of the agreement between the parties, Plaintiff and Defendant stood in a relationship of debtor to creditor, with Plaintiff acting as the creditor who would be owed money for goods shipped to Defendant, and Defendant acting as debtor, would owe money to a third party financial institution, as a result of goods shipped to Defendant by Plaintiff.

20. In or about June of 2006, Purchase Orders and a Letter of Credit were executed between the parties. These agreements specified the quantity and specifications of the clothing goods to be shipped by Plaintiff to Defendant and also that Defendant was to make payment to IDB in the amount of One Hundred Forty-Three Thousand, One Hundred Fifty-Five Dollars and Eighty Cents (\$143,155.80).

21. Plaintiff examined its invoices and Purchase Orders prior to mailing and Defendant had a full opportunity to examine these documents sent by Plaintiff. Defendant made partial payment, thereafter certifying that the remaining balance was an accurate statement of the amount owed by Defendant to Plaintiff.

22. Plaintiff, through its invoice, clearly communicated to Defendant that an outstanding balance was owed for goods shipped by Plaintiff to Defendant.

23. At all times herein, Defendant made no attempt to dispute the correctness of Plaintiff's invoice.

24. By failing to dispute the accuracy of Plaintiff's invoice in a reasonable time, Defendant expressed implied agreement as to the correctness of sums stated in those invoices sent by Plaintiff.

25. As a result of the above, Plaintiff has been damaged, continues to incur damages, and demands judgment in an amount not currently known but estimated to be no less than One Hundred Nineteen Thousand, One-Hundred Ninety-Four Dollars and Twenty Cents (\$119,194.20), plus compensatory and consequential damages.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT

(BREACH OF CONTRACT)

26. Plaintiff repeats, reiterates, and re-alleges each and every allegation contained in paragraphs "8" through "17" as if fully set forth herein.

27. In or about June of 2006, the parties entered into an agreement wherein Plaintiff and Defendant contracted for the purchase and shipment of goods.

28. Defendant has breached the contract by failing to make full payment to the third party financial institution as dictated by the terms of its contract with Plaintiff.

29. Plaintiff, by making a full shipment of all goods ordered by Defendant, has fully performed all of its duties and obligations pursuant to its agreement with Defendant.

30. At all times herein, Defendant has not paid Plaintiff nor its assigned third party financial institution the sum of One Hundred Nineteen Thousand, One-Hundred Ninety-Four Dollars and Twenty Cents (\$119,194.20).

31. As a result, Plaintiff has been damaged and demands judgment in an amount to be proven at trial, but in no event less than One Hundred Nineteen Thousand, One-Hundred Ninety-Four Dollars and Twenty Cents (\$119,194.20), plus compensatory and consequential damages.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANT

(FRAUD)

32. Plaintiff repeats, reiterates and re-alleges each and every allegation contained in paragraphs "8" through "17" above as if set forth herein.

33. Defendant misrepresented to Plaintiff that Defendant would pay the third party financial institution assigned by Plaintiff the total amount owed for goods shipped under the contract between the parties.

34. Defendant intended to defraud Plaintiff by inducing it to ship goods to Defendant with no intention on the part of Defendant to make full payment for such goods.

35. Reasonably relying upon the material misrepresentations made by Defendant, Plaintiff shipped goods to Defendant, fully performing its obligations under the contractual agreement between the parties.

36. Defendant further defrauded Plaintiff by raising an objection related to a prior and unrelated order, and claiming that due to this objection, Defendant was unable to pay the Plaintiff for goods shipped under the contract entered into between the parties in or around June of 2006.

37. At all times herein, Defendant has not paid Plaintiff, or the third party financial institution assigned by Plaintiff, for goods shipped under the contract.

38. Defendant has thus intentionally defrauded Plaintiff.

39. As a result of Defendant's intentional fraudulent conduct, Plaintiff has been damaged and demands judgment in an amount to be proven at trial, but in no event less than One Hundred Nineteen Thousand, One-Hundred Ninety-Four Dollars and Twenty Cents (\$119,194.20), plus compensatory, consequential, and punitive damages.

WHEREFORE, Plaintiff respectfully request a judgment from the Court for:

Monetary judgment against the Defendant for amounts to be determined at trial, but in no event less than One Hundred Nineteen Thousand, One-Hundred Ninety-Four Dollars and Twenty Cents (\$119,194.20), plus compensatory, consequential, and punitive damages; costs and expenses, including reasonable attorney's fees; and such other and further relief as the Court may deem just and proper.

Dated: New York, New York
July 9, 2008

WONG, WONG & ASSOCIATES, PC

By: /s/ Terence J. Ricaforte
Terence J. Ricaforte (TR1718)
Attorneys for Plaintiff
150 Broadway, Suite 1588
New York, NY 10038
(212) 566-8080

EXHIBIT A

29/12/2006 14:50 344865

FU VAN KNITTING

PAGE 01

CABLE: "CHUNGKUO"
 TELEX: 88231 "BKCHI OM"
 88313 "BKCHI OM"
 TEL : 781828 FAX: 781833
 SWIFT : BKCHMOMX

中國銀行 股份有限公司 澳門分行
BANK OF CHINA LIMITED, MACAU BRANCH
(INCORPORATED IN CHINA WITH LIMITED LIABILITY)
 AVENIDA DOUTOR MÁRIO SOARES, BANK OF CHINA BUILDING
 MACAU

Advice of Documentary Credit/Amendment

Advice No.	LA06001728	Date	JUN 16, 2006
Beneficiary	Transmitted to Beneficiary Through		
FABRICA DE MALHAS FU VAN LIMITADA ESTRADA MARGINAL DA AREIA PRETA 4 ANDAR B, FOK TAI, MACAU***	REF:		
Issuing Bank ISRAEL DISCOUNT BANK OF NEW YORK NEW YORK, NEW YORK U.S.A.			
L/C No.	L538702	Issue Date	JUN 14, 2006
Amount	USD143,155.80	Expiry Date	AUG 25, 2006
Without any responsibility or engagement on our part, we have pleasure in forwarding you the following items :			
<ul style="list-style-type: none"> - AUTHENTICATED CABLE ADVICE OF THE ABOVE CREDIT. 			
<p>THIS ADVICE IS SUBJECT TO THE "UNIFORM CUSTOMS & PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), ICC PUBLICATION NO. 500".</p>			

If you find any terms in this advice of letter of credit/amendment you are unable to comply with or any error in your name and/or address, it is suggested that you communicate direct with your buyers immediately with a view to arranging any desired amendment and thus avoid difficulties which would otherwise arise when documents are presented.

We shall be pleased to have the opportunity of negotiating your bills drawn under the above credit.

Yours faithfully
 for BANK OF CHINA LIMITED, MACAU BRANCH

Please acknowledge receipt and accept by signing
 and returning to us the attached copy of this letter.

Authorized Signature
 LAI WUN NAM

29/12/2006 14:00 344000

FU VAN KNITTING

PAGE 04

DWS7651-auth OK & key BOQ0101639AFLAZ0, BKCHMOMX IDBYU633 PreCard

06JUN15 00:15:41
User DSLOXT

Bank of China, Macau Branch

Physical Terminal S203
Func AOPRI

MT 5700

Issue of a Documentary Credit

Page 00001

Basic Header

F 01 BKCHMOMXAXXX 2862 690641

Application Header

0 700 1709 060614 IDBYU633AXXX 0112 2862P0 060615 0616 N
*ISRAEL DISCOUNT BANK OF NEW YORK
*NEW YORK, NY

User Header

Service Code 103:

AUTHENTICATED CABLE

This Credit is advised through

BANK OF CHINA LIMITED MACAU BRANCH

Ref. No. LA6001728

Sequence of Total

Bank Priority 113:
Msg User Ref. 1081-150001P94
Info. from CI 118:

Form of Doc. Credit

*227 = 1 / 1
*40 A = IRREVOCABLE TRANSFERABLE

Doc. Credit Number

*20 = L536702

Date of Issue

31 C = 060614

Expiry

*31 D = Date 060825 Place COUNTRY OF BENEFICIARY

Applicant

*30 = SUTTON CREATIONS, INC.,

Beneficiary

1407 BROADWAY, 30 TH FL.,

Amount

NEW YORK, N.Y. 10018

Max. Credit Amount

*32 D = Currency USD Amount 140,155.80

Available with/by

39 B = NOT EXCEEDING

Drafts at

*41 D = ANY BANK

Drawee

BY NEGOTIATION

Partial Shipments

42 C = SIGHT

Transshipment

42 D = OURSELVES FOR 100 PERCENT OF

Loading in Charge

INVOICE VALUE

CAMBODIA

For Transport to

44 B =

LOS ANGELES/NEW YORK

Descript. of Goods

45 A =

+LADIES' LOOPCT SOFT ACRYLIC SWEATER CAT. 638/639

PO NO. STYLE NO. QNTY/DZ USD/DZ

1007227 B15624DL 225 49.20

1007228 B15453DL 132 44.40

1007229 B15744DL 130 39.60

1007230 B14210DL 165 40.20

1007242 B25764DLA 186 45.60

1007243 B25764DLB 72 45.60

1007244 B25454DL 237 54.00

1007245 B21222DL 237 39.60

LATEST SHIP DATE: JUNE 10, 2006 TO LOS ANGELES

1007239 B11222DL 180 36.00

1007240 P11222DLA 165 36.00

1007241 P11222DLB 72 36.00

LATEST SHIP DATE: JUNE 15, 2006 TO NEW YORK

1007231 B15652DLA 300 38.40

1007232 B15652DLB 300 38.40

1007233 P15652DLA 184 38.40

1007234 P15652DLB 72 38.40

LATEST SHIP DATE: JUNE 20, 2006 TO NEW YORK

1007230 B15603DL 300 38.40

LATEST SHIP DATE: JULY 10, 2006 TO NEW YORK

2

29/12/2006 14:58 344865

FD VAN KNITTING

PAGE 00

* INCOMING SWIFT MESSAGE *
DWS768I Auth OK, key B005101639AFLA26, BKCHMNY IDBYUHS3 record06JUN15 08:15:41
User DGLCXTLogical Terminal 5203
Func ADPRT

MT 5700

Issue of a Documentary Credit

Page 00002

1007234	R15454DL	180	50.40
1007237	P15454DLA	165	50.40
1007238	P15454DLB	72	50.40

LATEST SHIP DATE: AUGUST 10, 2006 TO NEW YORK
+SHIPPING TERMS: FOB CAMBODIA

Documents required 46 A :

+SIGNED COMMERCIAL INVOICE IN ORIGINAL, AND FOUR COPIES SHOWING CLEARLY THE FOLLOWING:

- A. FULL DESCRIPTION FOR EACH ITEM, KIND OF FIBER, KIND OF YARN, FOR KNIT GARMENT ONLY, THE STITCH COUNT PER ONE CENTIMETER IN BOTH HORIZONTAL AND VERTICAL DIRECTIONS
- B. THE NET NET WEIGHT(GARMENT ONLY)PER DOZEN IN ASSORTED SIZES GRAND TOTAL NET NET WEIGHT OF SHIPMENT FOR EACH STYLE
- C. THE NET WEIGHT PER DOZEN AND PER CARTON AND TOTAL NET WEIGHT OF SHIPMENT FOR EACH STYLE
- D. THE GROSS WEIGHT OF EACH CARTON, GRAND TOTAL GROSS WEIGHT OF SHIPMENT FOR EACH STYLE
- E. THE NAME AND ADDRESS OF THE MANUFACTURER

+PACKING LIST IN ORIGINAL AND THREE COPIES SHOWING CLEARLY:

- A. THE SIZE AND COLOR ASSORTMENT TO A POLYBAG ALSO TO EACH SHIPPING CARTON
- B. EXACT CARTON DIMENSIONS FOR EACH STYLE
- C. THE COMMERCIAL INVOICE NO. AND THE LETTER OF CREDIT NO.
- D. STATEMENT INDICATING THIS SHIPMENT CONTAINS NO SOLID WOOD PACKING MATERIAL

+BENEFICIARY'S STATEMENT CERTIFYING THAT ALL CARTONS ARE UNIFORM IN CONTENTS AND MATCH THE PACKING REQUIREMENTS INDICATED ON THE PURCHASE ORDER, AND THAT THERE ARE NO BROKEN SIZES OR COLORS.

+BENEFICIARY'S SIGNED STATEMENT CERTIFYING THAT ONE COMPLETE SET OF ALL ORIGINAL DOCUMENTS INCLUDING THE CERTIFICATE OF ORIGIN, SINGLE OR MULTIPLE COUNTRY DECLARATION, COMMERCIAL INVOICE, PACKING LIST, 1/3 ORIGINAL BILL OF LADING AND BENEFICIARY'S STATEMENT ON COMPANY'S LETTERHEAD HAVE BEEN SENT TO APPLICANT BY COURIER SERVICE, COPY OF COURIER SERVICE RECEIPT REQUIRED.

+PHOTOCOPY OF CERTIFICATE OF ORIGIN.

+PHOTOCOPY OF SINGLE OR MULTIPLE COUNTRY DECLARATION FROM BENEFICIARY SHOWING COUNTRY OF ORIGIN OF MERCHANDISE, INDICATING MERCHANDISE IS IN ACCORDANCE WITH U.S. CUSTOMS REGULATIONS AND DATE OF EXPORTATION.

+PHOTOCOPY OF BENEFICIARY'S STATEMENT ON COMPANY LETTERHEAD STATING THAT MERCHANDISE WAS NOT PRODUCED BY CHILD LABOR, FORCED LABOR, INDENTURED LABOR UNDER PENAL SANCTIONS, IN WHOLE OR IN PART, IN ANY STAGE OF THE PRODUCTION OR MANUFACTURE OF THE MERCHANDISE OR ANY MATERIAL OR COMPONENT THEREOF AND THAT SHIPMENT CONFORMS WITH ALL U.S. CUSTOMS SERVICE LAWS REGARDING COUNTRY OF ORIGIN.

+INSPECTION CERTIFICATE PURPORTEDLY SIGNED BY ABRAHAM SUTTON OF SUTTON CREATIONS INC.

+BALANCE G/S ORIGINAL CLEAN ON BOARD MARINE BILLS OF LADING TO ORDER OF SUTTON CREATIONS INC., MARKED NOTIFY SAME, SHOWING L/C NUMBER L538702 AND INDICATING FREIGHT COLLECT.

Additional Cond. 47 A :

+SHIPMENTS EFFECTED PRIOR TO THE ISSUANCE OF THIS LETTER OF CREDIT ARE NOT ACCEPTABLE.

+VARIOUS STYLES SHIPPED ON SAME VESSEL MUST BE COVERED BY ONE OTHER L/C BUT EXCEPT FOR THIS EXCEPT THE LETTER OF CREDIT WHICH

29/12/2006 14:58 344860

TO VAN KNITTING

PAGE 04

* INCOMING SWIFT MESSAGE *
 DWS2651 Auth OK, key 800301039A26, BKCHMOMX IDBYUSS33 Picard

OBJUNTS 08:14:42
User DSLOXTLogical Terminal 9205
Func ADFR1

MT 6700

Issue of a Documentary Credit

Page 00003

MORE THAN ONE INVOICE IS PRESENTED ON EACH SHIPMENT ONE OF THE RELATIVE INVOICES MUST SHOW A DEDUCTION OF USD50.00 FOR EACH ADDITIONAL INVOICE.

+ALL INVOICES MUST BE IN NAME OF THE APPLICANT.

+THIRD PARTY SHIPPER AND DOCUMENTS ARE ACCEPTABLE.

+ALL BANKING CHARGES INSIDE AND OUTSIDE USA ARE FOR THE ACCOUNT OF THE BENEFICIARY. IN THIS CONNECTION THE FIRST INVOICE PRESENTED UNDER THIS CREDIT MUST SHOW A DEDUCTION OF USD178.94 BEING OUR ISSUANCE FEE AND USD120.00 BEING OUR CABLE FEE. THERE WILL ALSO BE A DEDUCTION FROM THE PROCEEDS OF THE FIRST AND ANY SUBSEQUENT DRAFTS PRESENTED REPRESENTING OUR PAYMENT COMMISSION.

+INSURANCE TO BE EFFECTED BY BUYER.

+THIS CREDIT IS TRANSFERABLE EXCEPT TO ANY SPECIALLY DESIGNATED NATIONALS AS DEFINED IN SECTION 500.306 OF U.S. FOREIGN ASSETS CONTROL REGULATIONS. TRANSFERRING BANK MUST NOTIFY US OF ANY TRANSFERS MADE AT THE TIME OF THE TRANSFER, AND CONFIRM THAT THE TRANSFER HAS BEEN ENDORSED ON THE LETTER OF CREDIT.

+ALL DRAFTS MUST BE MARKED DRAWN UNDER ISRAEL DISCOUNT BANK OF NEW YORK STATING THE DOCUMENTARY CREDIT NUMBER AND THE DATE OF THIS CREDIT.

+EACH SET OF DISCREPANT DOCUMENTS WILL BE ASSESSED USD50.00 REPRESENTING OUR FEES FOR HANDLING DISCREPANCIES. THESE FEES ARE FOR THE BENEFICIARY'S ACCOUNT AND WILL BE AUTOMATICALLY DEDUCTED FROM THE PROCEEDS OF THE PAYMENT WHEN EFFECTED.

+THIS DOCUMENTARY CREDIT IS SUBJECT TO THE CURRENT UCP ICC PUBLICATION NO. 500.

Presentation Period 48 : DOCUMENTS MUST BE PRESENTED
WITHIN 15 DAYS AFTER ISSUANCE
OF THE TRANSPORT DOCUMENT BUT
WITHIN THE VALIDITY OF THIS CREDIT

Confirmation Instructions : *49 : WITHOUT
78 :

Tradesman : ALL DOCUMENTS ARE TO BE DESPATCHED TO US AT ISRAEL DISCOUNT BANK OF NEW YORK, NY, 511 FIFTH AVE., NEW YORK, NY 10017 IN ONE LOT
Order to <MACAO> <PACIF> <ENCL> <CHK#> <STNG#> <PDE#>
> MACAO21588
> CHK#9142887DSDFD
> DLMII

For Bank of China Limited Macau Branch

Authorized Signature

黎均南 (LWN)
LAI WUN NAM

4

25/12/2000 14:50 344850

FU VAN KNIJFING

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大豐銀行
BANCO TAI FUNG

TAI FUNG BANK LIMITED
418 Alameda Dr. Carlos d'Assumpção, Macau
TEL: (853) 7970603 FAX: (853) 7970658
SWIFT: "TFBLMOMX"
TELEX: 88212 TFUNG OM
<http://www.tai fungbank.com>

12 JUL 2008

FAB. DE MALHAS FU VAN LDA.

YOUR REF. HF-1019-21/08(CH)
LC NO. L588702
ISSUED BY : ISRAEL DISCOUNT BANK OF NEW YORK
OUR REF. OB06016687LO FOR DSD88,443.20

TENOR : SIGHT

WE ENCLOSE A PHOTOSTATIC COPY OF THE MAIL/TELEX/SWIFT MESSAGE RECEIVED FROM THE CORRESPONDENT BANK WHICH IS SELF-EXPLANATORY.
ONLY LET US HAVE YOUR WRITTEN INSTRUCTIONS, IF ANY, UPON YOUR DISAGREEMENT TO THE INDICATION IN THE ENCLOSURE. OTHERWISE, PLEASE CONFIRM BY SIGNING AND RETURNING THE ATTACHED CABLE ADVICE TO US.

REASONS :
AS PER ATTACHMENT.

SUBJECT TO UNIFORM CUSTOMS & PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION) ICC PUBLICATION 500.

COMPUTER GENERATED ADVICE NO SIGNATURE REQUIRED

/NGUM01

29/12/2006 14:58 344500

TO VAIN INITIATION

PAGE 00

12/07/06-08:40:20

Printer2-5121-000007

9

----- Instance Type and Transmission -----

Original received from SWIFT

Priority : Normal

Message Output Reference : 0840 060712TFBLMOMXAXXX8903632243

Correspondent Input Reference : 1418 060711.IDBYUS33AXXX0155273148

----- Message Header -----

Swift OUTPUT : FIN 734 Advice of Refusal

Sender : IDBYUS33XXX

ISRAEL DISCOUNT BANK OF NEW YORK
NEW YORK, NY US

Receiver : TFBLMOMXXXX

TAI FUNG BANK LIMITED
NACAU MO

MUR : 192001598

----- Message Text -----

20: Sender's TRN

LS38702001

21: Presenting Bank's Reference

OB06016667LO

32A: Date and Amount of Utilisation

Date : 11 July 2006

Currency : USD (US DOLLAR)

Amount : #68.443,20#

77J: Discrepancies

1. LATE SHIPMENT

77B: Disposal of Documents

/HOLD/DOCUMENTS AT YR DISPOSAL

----- Message Trailer -----

{MAC:59724D1F}

{CHK:FE1ECFA3DDC9}

{DLM:}

8

23/12/2006 14:58 344850

FU VAN KNITTING

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大豐銀行
BANCO TAI FUNG

TAI FUNG BANK LIMITED
418 Alameda Dr. Carlos d'Assumpção, Macau
TEL: (853) 7970503 FAX: (853) 7970538
SWIFT: 'TFBLMOMX'
TELEX: 68212 TFUNG OM
<http://www.taifungbank.com>

26 JUL 2006

FAB. DE MALHAS FU VAN LDA.

YOUR REF. HF-1024/06 (CHF-
LC NO. L538702
ISSUED BY : ISRAEL DISCOUNT BANK OF NEW YORK
OUR REF. OB06017764LO FOR USD23,014.80

TENOR : SIGHT

WE ENCLOSE A PHOTOSTATIC COPY OF THE MAIL/TELEX/SWIFT MESSAGE
RECEIVED FROM THE CORRESPONDENT BANK WHICH IS SELF-EXPLANATORY.
ONLY LET US HAVE YOUR WRITTEN INSTRUCTIONS, IF ANY, UPON YOUR
DISAGREEMENT TO THE INDICATION IN THE ENCLOSURE. OTHERWISE, PLEASE
CONFIRM BY SIGNING AND RETURNING THE ATTACHED CABLE ADVICE TO US.

REASONS :
AS PER ATTACHMENT.

SUBJECT TO UNIFORM CUSTOMS & PRACTICE FOR DOCUMENTARY CREDITS (1993
REVISION) ICC PUBLICATION 500.

COMPUTER GENERATED ADVICE NO SIGNATURE REQUIRED

/NGUM01

29/12/2006 14:50 344865

FU VAN KNITTING

PAGE 00

26/07/06-08:48:30

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14

----- Instance Type and Transmission -----
Original received from SWIFT
Priority : Normal
Message Output Reference : 0848 060726TFBLMOMDAXXX9009634735
Correspondent Input Reference : 1657 060725IDBXUS33A00X0182277342

----- Message Header -----
Swift OUTPUT : FIN 734 Advice of Refusal
Sender : IDBXUS33J0CK
ISRAEL DISCOUNT BANK OF NEW YORK
NEW YORK, NY US
Receiver : TFBILMOMXXXX
TAI FUNG BANK LIMITED
MACAU MO
MUR : 206002073

----- Message Text -----
20: Sender's TRN
L538702002
21: Presenting Bank's Reference
OB06017764LO
32A: Date and Amount of Utilisation
Date : 25 July 2006
Currency : USD (US DOLLAR)
Amount : #23.014,00#
77J: Discrepancies
1-LATE SHIPMENT
2-INVOICE NOT DETAILED
CREDIT
3-COPY COURIER RECEIPT
NOT PRESENTED
77B: Disposal of Documents
/HOLD/AT YOUR DISPOSAL

----- Message Trailer -----
(MAC:66137C63)
(CHK:BFEEZF56302F)
(DLM:)